

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SHERYL A. PHILLIPS

Plaintiff

v.

**SOUTH HOLLAND SCHOOL DISTRICT
#150**

Defendant

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Case No. 08 CV 4140

DEFENDANT'S ANSWER AND AFFIRMATIVE DEFENSES

NOW COMES Defendant, SOUTH HOLLAND SCHOOL DISTRICT #150, by its counsel, Lanting, Paarlberg & Associates, Ltd., and answers Plaintiff's Complaint as follows:

1. Defendant admits the allegations in paragraph 1.
2. Defendant admits the allegations in paragraph 2.
3. Defendant admits the allegations in paragraph 3.
4. Defendant admits the allegations in paragraph 4.
5. Defendant admits the allegations in paragraph 5.

COUNT I – 42 U.S.C. § 1981 – RETALIATION

6. Paragraphs one (1) through five (5) are incorporated by reference as if fully set out herein.

7. Defendant admits the allegations in paragraph 7.
8. Defendant denies the allegations in paragraph 8.
9. Defendant denies the allegations in paragraph 9.
19. Defendant denies the allegations in paragraph 10.
11. Defendant denies the allegations in paragraph 11.

12. Defendant denies the allegations in paragraph 12.
13. Defendant denies the allegations in paragraph 13.
14. Defendant denies the allegations in paragraph 14.
15. Defendant denies the allegations in paragraph 15.
16. Defendant denies the allegations in paragraph 16.
17. Defendant denies the allegations in paragraph 17.
18. Defendant admits the allegations in paragraph 18.
19. Defendant denies the allegations in paragraph 19.
- 19 [sic]. Defendant denies the allegations in paragraph 19 [sic].
20. Defendant denies the allegations in paragraph 20.
21. Defendant denies the allegations in paragraph 21.
22. Defendant denies the allegations in paragraph 22.
23. Defendant denies the allegations in paragraph 23.

PRAYER FOR RELIEF

WHEREFORE, Defendant, South Holland School District #150, requests that Count I of Plaintiff's Complaint be dismissed with prejudice, and for all other just and proper relief.

DEFENDANT'S FIRST AFFIRMATIVE DEFENSE

Defendant's decision to terminate Plaintiff's employment was not retaliation for her engaging in protected activity under 42 U.S.C. § 1981. Rather, Defendant terminated Plaintiff's employment because of Plaintiff's documented poor performance.

DEFENDANT'S SECOND AFFIRMATIVE DEFENSE

Contrary to Plaintiff's allegations that Defendant has created a hostile and racially discriminatory work environment, Defendant employs more Caucasian teachers than African-

American teachers, has a consistent record of hiring qualified Caucasian and African-American teachers, and seeks to retain a diverse, highly qualified faculty through fair and non-discriminatory application and hiring procedures.

Respectfully submitted,

SOUTH HOLLAND SCHOOL
DISTRICT #150

By: s/ Russell T. Paarlberg

Lanting, Paarlberg & Associates, Ltd.
Attorney for Defendant
16230 Louis Ave.
South Holland, IL 60473
708-339-1070
ARDC No. 3127576

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SHERYL A. PHILLIPS)	
)	
Plaintiff)	Case No. 08 CV 4140
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vi.)	
)	
SOUTH HOLLAND SCHOOL DISTRICT #150)	
)	
Defendant)	
<hr style="width: 45%; margin-left: 0;"/>		
SOUTH HOLLAND SCHOOL DISTRICT #150)	
)	
Counter-Plaintiff)	
)	
v.)	
)	
SHERYL A. PHILLIPS)	
)	
Counter-Defendant)	

COUNTERCLAIM

NOW COMES Defendant/Counter-Plaintiff, SOUTH HOLLAND SCHOOL DISTRICT #150, by its counsel, Lanting, Paarlberg & Associates, Ltd., and for its Counterclaim against Plaintiff/Counter-Defendant SHERYL A. PHILLIPS, states as follows:

1. Counter-Plaintiff, South Holland School District #150 (the "District"), is a municipal corporation incorporated under the laws of the State of Illinois.
2. Counter-Defendant, Sheryl A. Phillips ("Phillips"), is an individual who resides in Illinois.
3. The District entered into an employment contract ("Contract") with Phillips, which had a term beginning on August 1, 2007 and ending on June 30, 2008 ("Contract Term").

4. The District paid Phillips her wages under the Contract for the entire Contract Term.

5. Phillips did not fulfill her obligations under the Contract by failing to report for work after June 20, 2008.

6. Phillips' failure to report for work was not excused by the District and constituted a breach of the Contract.

7. As a result of Phillips breach, the District has suffered damages in the form of unearned wages paid to Phillips.

WHEREFORE, Defendant/Counter-Plaintiff, SOUTH HOLLAND SCHOOL DISTRICT #150 prays for judgment against Plaintiff/Counter-Defendant SHERYL A. PHILLIPS and respectfully requests that this Court:

- A. Award the District \$1700.00 in damages for unearned wages paid to Phillips.
- B. Grant the District such further relief as the Court deems necessary and proper.

Respectfully submitted,

SOUTH HOLLAND SCHOOL
DISTRICT #150

By: s/ Russell T. Paarlberg

Lanting, Paarlberg & Associates, Ltd.
Attorney for Defendant
16230 Louis Ave.
South Holland, IL 60473
708-339-1070
ARDC No. 3127576

CERTIFICATE OF SERVICE AND NOTICE OF ELECTRONIC FILING

The undersigned certifies that a true and correct copy of Defendant's Counterclaim was electronically filed with the Clerk of the Court using the CM/ECF system which sent notification of such filing to all counsel of record on August 20, 2008.

Respectfully submitted,

/s/ Russell T. Paarlberg.
Lanting, Paarlberg & Associates, Ltd.

CERTIFICATE OF SERVICE AND NOTICE OF ELECTRONIC FILING

The undersigned certifies that a true and correct copy of Defendant's Answer and Affirmative Defenses was electronically filed with the Clerk of the Court using the CM/ECF system which sent notification of such filing to all counsel of record on August 20, 2008.

Respectfully submitted,

/s/ Russell T. Paarlberg.
Lanting, Paarlberg & Associates, Ltd.